

COUNTY OF YORK, VIRGINIA
REQUEST FOR PROPOSAL (RFP)

Issue Date: December 7, 2003

RFP # 1352

Title: Professional Design Services, Wayfinding System – Historic Village of Yorktown, VA

Classification Code: 96279

Issuing Agency: County of York, Virginia
Central Purchasing
120 Alexander Hamilton Boulevard
P. O. Box 532
Yorktown, Virginia 23690

Using Agency And/Or Location
Where Work Will Be Performed: Department of General Services
P. O. Box 532
Yorktown, Virginia 23690

Sealed Proposals Will Be Received Until 5:00 p.m. on Wednesday, January 14, 2004 At Which Time They Shall Be Opened In Public.

NOTE: Three (3) copies of your Proposal will be required.

All Inquiries For Information Should Be Directed to: T. W. Sawyer, CPPO,
Purchasing Agent, Telephone: (757) 890-3680.

SEND PROPOSALS DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

In Compliance With this Request For Proposal, The Undersigned Offers To Provide The Requested Information as Shown in the Attached/Enclosed (A signed Letter of Transmittal may be substituted for this cover page.)

Name and Address of Firm:

Date: _____

By: _____
Signature in Ink

Title: _____
Zip Code

Telephone No.: () _____ Federal Tax ID# _____

1.0 PURPOSE:

The County of York (hereinafter “Owner”) is requesting sealed proposals from qualified firms/ organizations (“Offerors”) to furnish complete professional design services for a Wayfinding System (The Project) for The Historic Village of Yorktown, Virginia, to include the following areas of focus: the Historic Village; all approaches and intersections leading into the Village; the full length of the Yorktown Riverwalk; and the Yorktown Riverwalk Landing Commercial Area. The successful Offeror shall provide all management, supervision, engineering, design, labor, materials, consumables, supplies, and vehicles required and shall plan, schedule, coordinate, and assure effective and complete performance of all necessary services to be provided in accordance with the requirements and standards described herein and in accordance with all applicable federal, state, and local regulations and codes.

1.1 SUMMARY OF WORK:

The tasks to be performed under this contract shall consist of the following:

- 1) The Historic Village - Design of a user-friendly wayfinding system to improve the visitor experience of the Village, while providing a consistent appearance in the various signs used throughout the Village. This work shall include incorporation of Virginia Department of Transportation (VDOT) and National Park Service (NPS) routing information and directional signs.
- 2) The Approaches and Intersections leading into the Village - Design of appropriate gateway monuments and a signage system compatible and consistent with the requirements within the Village itself.
- 3) The Yorktown Riverwalk - Design of a user-friendly wayfinding system, compatible and consistent with the requirements for the proposed Village signs, and providing descriptions and identification of the Riverwalk and its various destinations. The system shall include distance and directional signs to specific destinations and interpretive exhibits on, and off, the walkway.
- 4) The Yorktown Riverwalk Landing Commercial Area - Design of a user-friendly wayfinding system, compatible and consistent with the requirements for the proposed Village signs, as well as with the setting dictated by the commercial area’s design.

NOTE: Individual building and tenant signs at the commercial area will be prepared and installed by others.

The overall wayfinding system shall meet the requirements for direction of vehicular and foot traffic throughout all the areas involved.

Owner is requesting sealed proposals from qualified Offerors to furnish complete professional design services for the above work.

2.0 SCOPE OF SERVICES REQUIRED:

Interested and Qualified Offerors shall submit a proposal for the work and services associated with the four above listed areas and as described below.

The scope of services of the selected Offeror shall include, but not be limited to, the following:

- 1) Study and Analysis Report Phase - a site survey and analysis to identify needs and constraints for each of the four areas identified above. This work shall include: establishment of site photographs; review of existing Owner GIS data, orientation materials, plans, maps, reports, streetscape plans, architectural plans, view sheds and waterfront themes; comparison to other existing waterfront and riverwalk projects; preparation of conceptual base plans identifying primary sign locations, destinations and interpretive areas.

Deliverables for this phase shall include: a site photographic record; conceptual base plans; proposed interpretive layouts; an analysis report, describing the proposed design parameters to be pursued; conceptual cost estimate for construction and installation. Deliverables shall be provided in both electronic and hard copy form, where applicable.

- 2) Preliminary Design Phase for each of the four areas. This work shall include: preparation of preliminary plans, elevations and descriptions for signs, installation plans, information kiosks, interpretive exhibits, etc. Participation in on-site conceptual design work session(s) shall be attended by the selected Offeror, Owner, and interested officials from the Va. Department of Transportation (VDOT) and The U.S. National Park Service (NPS).

Deliverables for this phase shall include: a written summary report of the work to date; preliminary sign designs, specifications and installation plans; three preliminary interpretive waterfront heritage layouts (Owner will provide pertinent input to the selected Offeror for inclusion in interpretive layouts); updated preliminary construction and installation cost estimate. Deliverables shall be provided in both electronic and hard copy form.

- 3) Final Design Phase for each of the four areas, based upon review comments to the proposed preliminary design documents. This work shall include preparation of: design drawings containing dimensions, sections and all necessary detailed information for sign construction; sign location and installation plans; sign communications schedule matched to the installation plans; three revised interpretive layouts; updated construction cost estimate. Work shall also include participation in on-site design development work session(s) to be attended by selected Offeror, Owner, VDOT and NPS, and a complete review, revision and re-submittal cycle for all documents associated with this phase.

Deliverables for this phase shall include: a complete set of final wayfinding design drawings, specifications and installation plans; complete final signage schedule; three

final interpretive waterfront heritage layouts; all other sufficient information required to allow fabrication/construction and installation of a complete wayfinding/signage system throughout all the referenced areas of the Historic Village of Yorktown; an updated final construction and installation cost estimate; a written final report of all the work performed. Deliverables shall be provided in both electronic and hard copy form.

The commencement of work on any portion of the project will not obligate the Owner to authorize completion of that portion or of any other portion of the project, and owner reserves the right to add additional work to, or delete any part of, the project.

3.0 DETAILS OF PROPOSALS:

Proposals shall include, but not be limited to, details of the design team, including resumes of the key staff individuals and their background as well as sub-consultants and their background. Additionally, proposals shall include a minimum of three (3) client references for previous experience with similar types of work, including the scope of work, the status of the project(s) involved, and the year(s) in which the work was performed, and the owner's name, address and telephone number for each project.

3.1 MANDATORY USE OF COUNTY FORM:

All responses to an RFP may be on the Offeror's letterhead or form. Response to an RFP shall address all aspects of the request and shall include a signature of the Offeror. All proposals shall be submitted in a sealed envelope plainly marked using the RFP number, date and time. Offerors shall expressly address issues indicated by the evaluation criteria.

3.2 OPENING DATE AND TIME:

Proposals and amendments thereto, if received by Owner after the date and time specified for scheduled opening, will not be considered. Offerors are responsible for submitting their proposals to this office by the specified time and date. Date of postmark, phone, or telegraphic bids (including those by Fax) will not be accepted. There will be no exceptions.

3.3 CLARIFICATION OF TERMS:

If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation. Any revisions to the solicitation will be made only by addendum issued by Owner.

3.4 ETHICS IN PUBLIC CONTRACTING:

By submitting their proposals, all Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

3.5 **ANTI-DISCRIMINATION:**

By submitting its proposals, Offeror certifies to the Owner that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000, the provisions of a. and b. below apply:

- a. During the performance of this Contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Contractor, in all solicitations for advertisements for employees placed in behalf of Contractor, will state that Contractor is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

- b. Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- c. In accordance with §2.2-4343.1 of the Code of Virginia, et. seq., the Owner shall not (i) discriminate against a faith-based organization as defined in Code of Virginia section 2.2-4343.1(B) on the basis of the organization's religious character or (ii) impose conditions that (a) restrict the religious character of the faith-based organization, except as provided in subsection F of section 2.2-4343.1 the Code of Virginia, or (b) impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursements.

3.6 IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By submitting their proposals, all Offerors certify that they do not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

3.7 INDEMNITY AGREEMENT:

The following will be deemed included as a condition of any contract awarded as a consequence of this proposal:

Selected Offeror and all sub-consultants shall bear all loss, expense (including reasonable attorney's fees) and damage in connection with, and shall indemnify Owner against and save Owner harmless from all claims, demands, and judgments made or recovered against Owner because of bodily injuries, including death at any time resulting therefrom, and/or because of damage to property, from any cause whatsoever, arising out of, incidental to, or in connection with the performance of this agreement, whether or not due to any act of his or their employees, servants or agents and whether or not due to any act of omission or commission, including negligence but excluding sole negligence, of Owner, his employees, servants, or agents. Compliance by selected Offeror with the insurance provisions hereof shall not relieve selected Offeror from liability under this provision.

Should selected Offeror or sub-consultants use any of Owner's equipment, tools, employees, or facilities, such will be gratuitous and selected Offeror shall release Owner from and indemnify and save harmless Owner from and against any claims for personal injuries, including death, arising out of the use of any such equipment, tools, employees, or facilities, whether or not based upon the condition thereof or any alleged negligence of Owner in permitting the use thereof.

3.8 INSURANCE: (Revised 10/92)

The contractor shall carry insurance in the amount specified below, including the Contractual Liability assumed by the contractor and shall deliver certificates of insurance from carriers "County of York, its Officers, Agents and Employees" as Additional Insured on a primary basis (Form No. GL-20-10) on applicable policy(s). The provisions of this paragraph shall be deemed included in the contract as if fully set out therein.

Worker's Compensation and Employer's Liability

Coverage A - Statutory Requirement

Coverage B - \$100,000; \$100,000; \$500,000

Comprehensive Automobile Liability, including Owned, Non-Owned

Hired Car Coverage.

Limits of Liability - \$1,000,000 Per Occurrence Bodily Injury or
Property Damage.

Commercial General Liability

Limits of Liability - \$1,000,000 Per Occurrence Bodily Injury or Property Damage.

Contractual Liability includes the Contractual liability assumed hereunder.

Completed Operations Insurance, to remain in full effect until the date of acceptance of the project by the Owner.

Umbrella Liability

Excess Liability over Employers Liability, Comprehensive Automobile Liability and Commercial Liability policies.

Limits of Liability - \$1,000,000. Each Occurrence
\$1,000,000. Aggregate

4.0 INFORMATION FOR RESPONDENTS TO REQUEST FOR PROPOSAL:

Award will be made to the most responsible and responsive Offeror in accordance with the procedures set out in section 7.0, below.

Acceptance of a proposal by Owner is not an order to proceed.

All proposals shall be signed with the Offeror's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

Verify your proposals before submission as they cannot be withdrawn or corrected after being opened.

If you do not offer a proposal, return the cover sheet and state reason. Otherwise your name may be removed from our mailing list.

Information supplied by Owner: Owner will furnish to the successful Offeror prior to execution of this contract, any and all written and tangible material in its possession concerning related existing conditions at the project locations. Such written and tangible material is furnished to successful Offeror only in order to make complete disclosure of such material as being in the possession of Owner and for no other purpose. By furnishing such material, Owner does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or at all, and will have no liability therefor. Owner will furnish, if appropriate, the legal description of the project sites, and any required survey.

5.0 EVALUATION CRITERIA:

Evaluation of proposals will be under the complete jurisdiction of Owner. It is the intent of this RFP that all design services are provided complete in all respects without the need for engaging separate technical expertise for professional services. In addition to those found in the York

County Purchasing Policy, the following evaluative criteria (not necessarily listed in order of priority) will be used in the review of proposals submitted as a result of this solicitation:

- 1) Proximity of Offeror's office location to the Yorktown area.
- 2) Qualifications of Offeror's design personnel to be assigned to this project.
- 3) Overall qualifications and experience of Offeror and any consultants to be used.
- 4) Experience of Offeror with similar design work.
- 5) Offeror's estimated time frame for scheduling and performing the work.
- 6) Offeror's proposed costs.

NOTE: Samples of previous documents prepared by the design team assigned to this project may be requested by Owner.

6.0 REQUISITES FOR FINAL CONTRACT EXECUTION:

Upon successful completion of negotiations with Owner, the selected Offeror must complete all required formalities related to executing the contract (obtaining bonds in the format specified, obtaining the certificates of insurance, obtaining the corporation board's resolution authorizing executing the contract, and execution of the contract itself) within ten (10) working days of receiving the final contract document from Owner.

7.0 AWARD OF CONTRACT:

Two or more Offerors deemed to be fully qualified and best suited among those submitting proposals will be identified on the basis of the evaluation factors stated in the Request for Proposal.

Repetitive informal interviews shall be permissible wherein Offerors are encouraged to elaborate on their qualifications, performance data, staff expertise pertinent to the proposed services, as well as alternate concepts.

At the conclusion of discussions as outlined above, on the basis of evaluation factors published in this RFP and all information developed in the selection process to this point, Owner's Evaluation Committee shall select, in the order of preference, two or more Offerors whose professional qualifications and proposed services are deemed most meritorious.

Negotiations will then be conducted beginning with the Offeror ranked first. If a contract which is satisfactory and advantageous to the public body can be negotiated at a price considered fair and reasonable, the award will be made to that offeror. Otherwise, negotiations with the Offeror ranked first will be formally terminated and negotiations conducted with the Offeror ranked second, and so on until a contract can be negotiated at a fair and reasonable price.

Should Owner's Evaluation Committee determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror. At any time during the negotiations, the Purchasing Office may terminate all negotiations and re-advertise the requirement.

Owner reserves the right to modify the scope of the work and add or delete work during and as part of the negotiation process.

8.0 CONTRACT:

After evaluation and award, Owner through its Central Purchasing Office shall issue a "Notice of Award" to the successful Offeror, citing the Contract Number assigned, time period covered, etc.

PLEASE NOTE: The final written agreement under which the successful Offeror will provide services to Owner will generally contain those terms and conditions listed in the attached **sample** contract format (provided for information). The final contract will be written as required to apply to the assigned project. Specifics unique to this project, as well as fees for service and time schedules, are the primary contract matters for negotiation. Offerors should indicate in their proposal which clauses they would seek to modify if they were evaluated as the top Offeror.

Individual requests for service beyond the initial project shall be submitted to Purchasing by the requesting agencies on a Purchase Requisition. Individual Purchase Orders will be issued to the successful Offeror referencing the contract number and specifics regarding required services. No release for services will be authorized beyond the initial project without the use of a purchase order number; either by the receipt of a written copy of the order or a telephone call from the Purchasing Office.

9.0 ATTACHMENTS:

- (1) **Sample** Contract form
- (2) **Sample** Payment Bond form
- (3) **Sample** Performance Bond form

**SAMPLE CONTRACT FORM
PROFESSIONAL DESIGN SERVICES
WAYFINDING SYSTEM - HISTORIC VILLAGE OF YORKTOWN, VIRGINIA
(Lump Sum Fee)**

Agreement No. _____

THIS AGREEMENT made this _____ day of _____, 2003, by and between the County of York, hereinafter referred to as "Owner", which term shall be construed to include any officer, representative or agent having authority to represent or act for it in relation to any part of the subject of this Agreement and _____, with offices located at _____, hereinafter referred to as "Consultant".

W I T N E S S E T H :

WHEREAS, the Board intends to have a complete Wayfinding system designed, constructed and installed throughout the entire Historic Village of Yorktown Area, and;

WHEREAS, a Consultant is desired for professional design services for the Wayfinding System - Historic Village of Yorktown Project, all as hereinafter stipulated;

NOW, THEREFORE, Owner and Consultant in consideration of the mutual covenants and agreements herein contained agree as follows:

ARTICLE I. COMPENSATION

A. Consultant shall provide the aforementioned professional services as an independent contractor and professional consultant and in accordance with the terms and conditions of this Agreement. The Consultant shall assign _____ as the project manager for the performance of this Agreement. The project manager shall be responsible for providing the services set forth in this Agreement. The Owner has the right to approve or disapprove any proposed change from the above named individual and shall be provided with the resume of any proposed substitute and shall be given the opportunity to interview that person prior to a decision to approve or disapprove.

B. Owner shall compensate Consultant in accordance with the terms and conditions of this Agreement as follows:

1. For Consultant's basic services, including customary design services incidental thereto, a total lump sum fee of _____.

2. For Consultant's additional services, if any be authorized in advance by the Board as herein provided, a fee to be computed as follows:

a. Principals' time at a fixed rate of \$_____ per hour. For the purpose of this Contract Agreement, the principal(s) is (are)

b. Employees' time shall be computed at a multiple of _____ times the employees' "direct personnel expense", as that term is defined in Article V hereof.

3. For Consultant's "reimbursable expenses", as that term is defined in Article V hereof, an allowance not to exceed _____ is established as a condition of this Agreement.

4. The times and further conditions of payment shall be as described in Articles II and VI hereof.

ARTICLE II. CONSULTANT'S SERVICES

A. Basic Services

The Consultant's basic services consist of the three (3) phases described below and shall include customary services as may be necessary to design for construction a Project fit for the intended purpose within funding limits. Time is of the essence in the performance of Consultant's duties under this Agreement and failure of the Consultant to perform within the agreed upon time frames shall be considered a breach of this Agreement.

1. Study and Analysis Report Phase

a. Consultant shall consult with the Owner to ascertain the requirements for the Project and review available data.

b. Consultant shall provide a preliminary evaluation of the program and the Project budget requirements, each in terms of the other.

c. Consultant shall review with Owner alternative approaches to design and construction of the Project, including a general economic analysis of each alternative.

d. Consultant shall survey and evaluate conditions in the immediate vicinity of the project site which may influence the design of the Project

e. Within thirty (30) calendar days from issuance of a written notice to proceed with the study & analysis report phase, Consultant shall prepare an analysis report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved and the alternative solutions available to Owner and setting forth Consultant's findings and recommendations with opinions of probable cost for the Project, including construction cost, contingencies, allowance for charges of all professionals and consultants, allowance for the cost of land and rights of way, compensation for damages to properties, and interest and financing charges. With the filing of the report, Consultant will submit in triplicate a statement of services rendered to date for _____ percent (___%) of the basic services fee due upon approval by the Owner of the report. Upon approval, which approval shall not be unreasonably withheld, the Owner will issue a written Notice to Proceed with the preliminary design phase.

2. Preliminary Design Phase

a. Consultant shall prepare from the approved analysis report, seven (7) sets of the preliminary design documents to include final design criteria, preliminary drawings and outline specifications necessary to fix and describe the size and character of the Project, and electronic copies of each. Consultant shall obtain the approval of all required agencies prior to submission of the preliminary design documents to the Owner for approval. The preliminary design phase shall be completed within sixty (60) calendar days after issuance of a written notice to proceed.

b. Consultant shall submit to the Owner a revised statement of probable construction cost.

c. With the filing of the preliminary design documents, Consultant will submit, in triplicate, a statement for services rendered to that date for _____ percent (___%) of the basic services fee due upon approval by the Owner of the preliminary design documents. Upon approval, which approval shall not be unreasonably withheld, the Owner will issue a written Notice to Proceed with the final design phase.

3. Final Design Phase

a. Consultant shall prepare from the approved preliminary design documents, for submission to and approval by the Owner, five (5) sets of working drawings and specifications, and five (5) copies of detailed cost estimates, and electronic copies of each, which documents shall set forth in detail the requirements of the entire project, including the necessary bidding information prepared in such a way to allow the Owner, if it so desires, to advertise for the award of one or more contracts for the construction and completion of the project, or any phase thereof. Consultant shall assist the Owner in preparation of the bidding forms, the general, supplemental and special conditions of the contract, and the form of contract between the Owner and the contractor. The final design phase shall be completed within forty five (45) calendar days after issuance of the written notice to proceed.

b. Consultant shall advise the Owner of any adjustments to previous statements of probable construction cost indicated by changes in requirements or general market conditions.

c. Consultant shall file, within fifteen (15) calendar days following approval of the working drawings by Owner, five (5) complete sets of proposed final plans and specifications for appropriate review and approval by the Owner prior to the advertisement of bids for the construction of the project.

d. Following approval by the Owner, the Consultant shall prepare and have on hand, ten (10) additional sets for bidding purposes. Should additional sets (above ten (10)) be requested by the Owner, Consultant will be reimbursed for the actual cost of reproduction.

e. At the time the final plans and specifications are submitted to the Owner, the Consultant shall also submit, in triplicate, to Owner a statement of services rendered to that date for _____ percent (____%) of the basic services fee. This portion of the basic fee will be due upon approval by the Owner of the final construction plans, which approval shall not be unreasonably withheld.

Project Representation Beyond Basic Services

In the event that circumstances should develop whereby more extensive representation at the project site is desired by Board, the conditions under which such representation shall be furnished and the project representatives selected, employed and directed shall be governed by a written supplemental agreement.

C. Additional Services

The following services are not covered under the Consultant's basic services. If any of these additional services are authorized by the Owner in advance of their performance, they will be paid for by the Owner as herein before provided:

1. Making further planning surveys which might be required beyond the scope of any special analysis required of the Board's needs in order to clarify the requirements of the Project.

2. Revising previously approved drawings, specifications or other documents to accomplish changes not initiated by Consultant which would require a substantial change in basic design.

3. Preparing change orders and supporting data when changes in approved plans and specifications are required by the Owner resulting in an increase or decrease in the scope of the work. If changes are required to be made because of error, oversight, clarification or discrepancy in the work of the Consultant, the Owner will not be liable to compensate Consultant for additional services in such connection.

4. Preparing documents for change orders, or supplemental work, initiated at Board's request after commencement of construction phase.

5. Providing consultation concerning replacement of any project work damaged by fire or other cause during construction and furnishing professional services of the type set forth under this Article as may be required in connection with the replacement of such work.

6. Providing professional services made necessary by the default of any contractor in the performance of the construction contract.

7. Providing contract administration and supervision services during the bidding and construction phase.

Before any services rendered by Consultant shall qualify as additional services, Consultant shall notify Owner in writing of his intention to treat certain services, if performed, as additional services and his reasons therefore. If notice is not given, no claim for additional services will be honored. Notice by Consultant shall not be construed as proving the validity of the claim.

ARTICLE III. OWNER'S RESPONSIBILITIES

A. Owner shall provide full information regarding its requirements for the Project.

B. The Owner shall designate, when necessary, representatives authorized to act in its behalf. The Owner shall examine documents submitted by the Consultant and render decisions pertaining thereto promptly to avoid unreasonable delay in the orderly progress of the Consultant's work. The Owner shall observe the procedure of issuing orders to its contractors only through the Consultant.

C. The Owner shall provide or direct the Consultant to provide (through subcontracting or otherwise), the performance of any environmental assessments and/or impact statements, any property, boundary, easement, right of way, topographic and utility surveys, any property descriptions and any zoning, deed or other land use restrictions. Notwithstanding the provisions of this paragraph, Consultant shall provide field control surveys and establish reference points and base lines to enable contractors to proceed with the layout of the work.

D. Owner shall arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform its services.

E. The Owner shall furnish its own legal, accounting and insurance counseling services, as may be required for the Project, but this shall not relieve Consultant of the responsibility to make certain that the contractor has obtained the proper insurance coverage as required under the contract documents.

F. Consultant shall be entitled to reasonably rely on the accuracy of the services, information, surveys, reports and other materials which the Owner furnishes at its expense.

G. If the Owner observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the contract documents, it shall give prompt written notice thereof to Consultant.

H. If not established at the time of execution of this contract, Owner shall have established a fixed limit of budgeted construction cost prior to issuance of a notice to proceed with the design development phase.

ARTICLE IV. DIRECT PERSONNEL EXPENSE AND REIMBURSABLE EXPENSES

A. Direct personnel expense includes the salaries of employees engaged on the Project by Consultant, including architects, engineers, designers, job captains, draftsmen, specification writers and typists, in consultation, research and design, in producing drawings, specifications and other documents pertaining to the Project, and in services during construction at the site. Direct personnel expense includes mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays and vacations, pensions and similar benefits.

B. Reimbursable expenses are in addition to the fees for basic and additional services and include actual expenditures made by the Consultant or the Consultant's employees and consultants for the incidental expenses set forth below in the interest of the Project. An allowance for reimbursable expenses not to exceed \$_____ is established as a condition of this Agreement.

1. When authorized in advance by the Owner, expense of transportation and living of principals and employees when traveling in connection with the project outside of York County, essential long distance telephone calls and telegrams, fees paid for the securing of the approval of the authorities having jurisdiction over the project, and reproduction of drawings and specifications, excluding copies for Consultant's office use and the required number of sets at each phase of the work for the Owner's review, approval and records, and also excluding the required number of approved final sets needed for bidding purposes, shall be reimbursable expenses.

2. When authorized in advance by the Owner, the expense of Project representative(s) overtime work requiring higher than regular rates shall be a reimbursable expense.

3. When authorized in advance by Owner, the cost of producing models of the Project for use by the Owner shall be a reimbursable expense.

4. When authorized in advance by Owner, the employment of special consultants for other than customary consulting services, and the basic services hereinabove defined, shall be reimbursable expenses.

5. The services set forth in Article III, paragraph C, of this Agreement shall be treated as reimbursable expenses if the Consultant is directed to obtain the same on behalf of Owner, and Owner does not provide such services directly.

6. If after the execution of this Agreement, Owner shall authorize in writing reimbursable expenses in excess of the allowance set forth in paragraph B of this Article and paragraph B, 3 of Article I, then said allowance shall be deemed increased to an amount sufficient to cover the additional reimbursable expenses authorized.

ARTICLE V. PAYMENTS TO CONSULTANT

A. Payments on account of Consultant's basic services shall be made at the completion of each phase of the work to increase the compensation for basic services to the following percentages of the basic fee. The payment of the Consultant's fee in installments is not to be construed as creating separate contracts, and the Consultant's obligation under this contract is an entire one.

o Study and Analysis Report Phase	_____
o Preliminary Design Phase	_____
o Final Design Phase	_____
	100%

B. Payments for additional services and reimbursable expenses shall be made monthly upon presentation of the Consultant's detailed invoice in triplicate.

C. No deduction shall be made from the Consultant's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors.

ARTICLE VI. CONSULTANT'S ACCOUNTING RECORDS

Records of Consultant's direct personnel, consultant and reimbursable expenses pertaining to the project, and records of accounts between Owner and Contractors shall be kept on a generally recognized accounting basis and shall be available to the Owner or its authorized representatives upon reasonable notice.

ARTICLE VII. TERMINATION OF AGREEMENT

A. In connection with the work outlined in this contract, it is agreed and fully understood by Consultant that the Owner may cancel, indefinitely suspend further work hereunder, or terminate this contract upon ten (10) days' written notice to Consultant with the understanding that immediately upon receipt of said notice all work and labor being performed under this contract shall cease. All plans, field surveys, maps, cross-sections and other data and work related to the project shall be delivered to Owner upon cancellation or termination of this Agreement. If the work is suspended by Owner, Consultant shall be compensated to the time of such suspension in accordance with the provisions of paragraph B of this Article and if the resumption of work is not authorized within two (2) years from the date of suspension, this Agreement shall be automatically terminated and neither Consultant nor Owner shall have any further obligations hereunder.

B. If this contract is terminated for any reason not the fault of Consultant, the Consultant shall be paid in accordance with the terms of this Agreement for all work accomplished prior to the receipt of said notice on the basis of either (i) the percentage of the basic fee due at the completion of the phase during which work is stopped or (ii) the Consultant's rate for additional services whichever is less. Such payment shall be made to the Consultant as a final payment in full settlement for the services hereunder or under any supplemental agreement hereto. In the event of a termination for breach or default by Consultant, Owner shall have access to all remedies available to it in equity or at law.

C. This Agreement may be terminated by the Consultant upon ten (10) days written notice in the event of substantial failure by Owner to perform in accordance with the terms hereof through no fault of the Consultant. In the event of such termination by Consultant, the provisions of paragraph B immediately hereinabove shall apply mutatis mutandis, except that Consultant shall be entitled to no compensation other than that specified in paragraph B by way of a claim for damages arising out of this contract or otherwise.

ARTICLE VIII. OWNERSHIP OF DOCUMENTS

A. All plans or drawings will be prepared and submitted by Consultant to the Owner on a minimum 24-inch by 36-inch or maximum 30-inch by 42-inch sheets. Working drawing plans will be prepared on a Mylar stable base or the equivalent, with all lettering processed in ink and clearly legible when the sheets are reproduced and reduced to half size.

B. Upon completion of the construction of the Project, Consultant shall, within thirty (30) calendar days following final inspection, deliver to the Owner the contract working drawings and tracings, correct to "as-built conditions," together with three (3) sets of copies thereof, including all changes made during the course of the Project.

C. All documents including, but not limited to, tracings, drawings, estimates, specifications, investigations and studies completed or partially completed, shall be the property of the Owner. Consultant, its subcontractors, agents and employees shall be liable to the Owner for any loss or damage to any such documents while they are in the possession of or while being worked upon by the Consultant or anyone connected with Consultant. All documents so lost or damaged shall be replaced or restored by Consultant at Consultant's sole expense.

D. All documents including drawings and specifications are prepared by Consultant in respect of the Project. They are not represented to be suitable for use on other projects. Owner agrees that, should it decide to reuse any such documents on any other project, Consultant shall not be liable to Owner for such reuse unless Consultant under separate agreement with Owner agrees to verify or adapt the documents to such other project.

ARTICLE IX. MISCELLANEOUS PROVISIONS

A. No elected official or employee of the Owner who exercises any responsibilities in the review, approval or carrying out of this contract shall participate in any decision relating to this contract which affects his or her direct or indirect personal or financial interests.

B. No reports, information, and/or data given to or prepared or assembled by the Consultant under this contract shall be made available to any individual or organization by the Consultant without the prior written approval of the Owner.

C. This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by an instrument signed by both the Owner and the Consultant.

D. The Consultant shall maintain insurance to protect the Consultant from claims under worker's compensation acts; claims due to personal injury or death of any employee or any other person; claims due to injury or destruction of property; and claims arising out of errors, omissions or negligent acts for which the Consultant is legally liable.

The Owner shall be named as an additional insured on the applicable policies and such insurance shall be with a company deemed satisfactory to the owner. Prior to the issuance of a Notice to Proceed, the Consultant shall furnish to the Owner a certificate of insurance evidencing the above categories and stating that the insurance will not be cancelled without at least thirty (30) days' prior notice, along with a proper endorsement to the applicable policies listing the Owner as an additional insured.

E. The Consultant shall bear all loss, expense (including reasonable attorney's fees) and damage in connection with, and shall indemnify Owner against and save Owner harmless from all claims, demands and judgments made or recovered against Owner because of bodily injuries, including death at any time resulting therefrom, and/or because of damage to property, from any cause whatsoever, arising out of, incidental to, or in connection with the performance of the work by Consultant, including acts of Consultant's employees, servants or agents, whether or not such claims are due to any act of omission or commission, including negligence but excluding sole negligence, of the Owner, its employees, servants, or agents. Compliance by the Consultant with the insurance provisions hereof shall not relieve Consultant from liability under this provision.

Should Consultant or Consultant's employees, servants or agents use any of Owner's equipment, tools, employees, or facilities, such will be gratuitous and Consultant shall release Owner from and indemnify and save harmless Owner from and against any claims for personal injuries, including death, arising out of the use

of any such equipment, tools, employees, or facilities, whether or not based upon the condition thereof or any alleged negligence of Owner in permitting the use thereof.

In no event shall the Consultant's duties to defend, save harmless and indemnify the Owner hereunder be enforceable after the expiration of five (5) years from the date of completion of the services included in the Contract; provided, however, should any claim as is described in the immediately preceding paragraph relate to services performed by the Consultant after the date of substantial completion, then from the date of the performance of any such services, whichever is later.

F. During the performance of this contract, the Consultant agrees as follows:

1. The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Consultant, in all solicitations or advertisements for employees, will state that Consultant is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this contract. The Consultant will include the provisions of this paragraph F in every subcontract or purchase order over Ten Thousand Dollars (\$10,000.00) so that the provisions will be binding upon each subcontractor or vendor.

ARTICLE X. RESPONSIBILITY FOR CLAIMS AND LIABILITIES

Approvals given by the Owner shall not constitute nor be deemed a release of the responsibility and liability of the Consultant, or Consultant's employees, subcontractors, agents and consultants for the accuracy and competency of designs, working drawings, specifications or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by the Owner for any defect in the designs, working drawings and specifications or other documents prepared by the Consultant, or Consultant's employees, subcontractors, agents and consultants.

ARTICLE XI. ASSIGNMENT

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this contract. Neither party shall assign, sublet or transfer any interest in this contract without written authorization of the other.

ARTICLE XII. COMPLIANCE WITH LAWS, ORDINANCES, ETC.

The Consultant, and Consultant's consultants, agents and employees and subcontractors, shall comply with all applicable federal and State laws, the ordinances of the County of York, and with all applicable rules and regulations promulgated by all local, State and national boards, bureaus and agencies. Consultant shall further obtain all permits and licenses required in the preparation of the work contracted for in this Agreement.

Any provision of Title 2.2, Chapter 43 Code of Virginia (1950), Virginia Public Procurement Act, in effect as of the date of this Agreement, which is not expressly included in this Agreement is hereby incorporated by reference.

ARTICLE XIII. ENFORCEMENT AND NOTICES

A. The parties agree that this Contract Agreement shall be enforceable in the County of York, Virginia, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions hereof, exclusive venue for the enforcement of the same shall lie in the Circuit Court of York County, Virginia.

B. All written notices given to the Owner by the Consultant shall be addressed to and filed with the _____. All written notices from the Owner to Consultant shall be addressed to the Consultant as follows: _____.

ARTICLE XIV. CONTRACT AGREEMENT COMPONENTS

A. This Contract Agreement consists of the following component parts, all of which are hereby made a part hereof as if herein set out in full:

1. Request for Proposals (RFP) No. 1352
2. Proposal from Consultant in response to RFP No. 1352
3. Professional Design Services Agreement (this document)
4. General Conditions
5. Supplemental General Conditions
6. Certificate of Insurance
7. Consultant's License (if required)
8. Notice of Award
9. Notice to Proceed
10. Change Orders (if any)
11. Other Documents as may be required by law or appended hereto

IN WITNESS WHEREOF, the Consultant has executed this Agreement pursuant to proper authority and in the manner appropriate to him and the Owner has executed this Agreement pursuant to its Resolution _____ enacted on _____, 2003.

By:_____

TITLE:_____

CONSULTANT

Corporate Seal
(If appropriate)

By:_____

TITLE:_____

ATTEST:

Secretary

Approved as to Form:

County Attorney